

YACHT CHARTER PARTY AGREEMENT Page 1 of 4

CHARTER AGREEMENT made this _____ day of _____ by and between Yacht Owner/Corporation
(hereinafter referred to as the OWNER)

AND

CHARTERER: _____ (hereinafter referred to as the CHARTERER) for charter of vessel described below.

YACHT: _____ LOA: _____ TYPE: _____ OFFICIAL NUMBER: _____

CHARTER DATES: From (Time / Date) _____ Port of Boarding: _____

To (Time / Date) _____ Port of Release: _____ Cruising Area: _____

Number of Charter Guests: _____ Number of Days: _____
(Rates are based on # of charter guests stated)

Charter Fee _____

Additional Fee _____

Total Charter Fee _____

1st Deposit: _____ due upon signing of contract. 2nd Deposit _____ due _____ . Final Payment: _____
(due date 60 days prior to charter).

TERMS AND CONDITIONS:

Included/Excluded: (**Unless otherwise noted under Additional Conditions**): The charter fee includes the services of a Captain and Crew, meals, standard ship's bar, fuel, and all expenses related to running of the vessel and use of on-board sports equipment. The charter fee does not include diving, scuba equipment, premium beverages and fine wines, excessive alcoholic consumption, off yacht excursions, dockage, cruising taxes and permits, telephone, airport transfers and crew gratuities, or similar expense incurred by the CHARTERER.

ADDITIONAL CONDITIONS:

1. **PAYMENTS:** It is understood that charter fees will be deposited in an Escrow Account and will be disbursed to the OWNER in the following manner: Not more than 35% of the charter fee plus delivery fees and other additional expenses as applicable not more than ten (10) days prior to the start date of the charter period. The balance of the charter fee will be dispersed no earlier than the start date of charter. It is further understood that the OWNER considers charter fees non-refundable. Should the CHARTERER cancel before the charter term begins, deposits will be refunded under the following conditions: Fees will be refunded pro rata, less a service-fee equal to the BROKER'S full commission if the yacht is rebooked for the same period or portion thereof. If rebooking is not possible, no refund will be made. If the OWNER cancels, the OWNER shall reimburse the CHARTERER, through the BROKER, for all fees paid as of that date, including BROKER'S commission.

2. **DEFAULTS IN PAYMENT:** Should any installment of charter fees not be paid on the date designated, the CHARTERER will be advised and will have 14 days to pay balances due. If the default continues thereafter, the OWNER shall be so be advised by the BROKER, and the OWNER shall have the right to cancel this Agreement without prejudice to his rights in respect of any arrears of charter money, or of any breach by the CHARTERER of the conditions contained herein.

3. **BROKERAGE:** The owner and CHARTERER recognize _____ as the sole BROKER in connection with this Agreement. The OWNER agrees to pay said BROKER customary and usual Brokerage fees in connection with said charter and for any extensions and subsequent charters of the yacht by the CHARTERER arranged by BROKER for a period of 2 years from the end of the initial charter. The parties, understand and agree that the function of the BROKER is solely that of arranging the charter and that the BROKER is not responsible for the CHARTERER'S, OWNER'S or crew's actions at any

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time, nor will the BROKER be liable for the satisfaction of the CHARTER or any actions or events outside BROKER'S direct control. OWNER agrees for itself and on behalf of the vessel's captain and crew and the OWNER'S other employees and agents, not to solicit future business from the CHARTERER without the written consent of the BROKER, except for any future charters of the Yacht for which BROKER shall be compensated as set forth above. This shall include but shall not be limited to the distribution on the chartered yacht or thereafter to the CHARTERER of marketing materials for other yachts, agents or BROKER'S. The OWNER agrees to instruct the vessel's captain and crew and the OWNER'S other employees and agents regarding their obligations as set forth above.

4. **DELIVERY:** The OWNER agrees to deliver the yacht at the Port of Boarding in full commission and in proper working order, having all licenses required for any jurisdiction within the area of charter, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and utensils, blankets, linens, and towels; in staunch, clean and good condition throughout and ready for service; and, further agrees to allow demurrage pro rata to the CHARTERER for any delay in delivery, unless caused by Force Majeure. Should it be impossible for the OWNER to make delivery within twenty-four hours after the start of the charter period (for any reason other than Force Majeure), the CHARTERER may cancel this Agreement. Any charter fees paid in advance shall be returned in full to the CHARTERER at the CHARTERER'S option without further liability to the OWNER, shall be refunded pro rata by agreement, and the BROKER shall retain its full commission.

5. **FORCE MAJEURE:** Force Majeure is defined as any cause attributed to acts of GOD, accidents, natural disaster, weather or other occurrences beyond the reasonable control of the OWNER, and not caused by the OWNERS negligence. No warranty is made as to the suitability of weather with respect to this charter. If a Named Storm threatens or is forecast to threaten the expected location of the charter yacht, as determined by the Captain in his/her sole discretion, the Captain shall have the option of terminating or canceling the charter any time that he/she deems necessary. No refund is provided for cancellation due to weather.

6. **AUTHORITY:** The OWNER warrants that the Captain meets all requirements necessary to legally command the yacht in the area chartered. While it is agreed the CHARTERER may determine the general movements and destination of the yacht within the boundaries of this Agreement, it is understood that the Captain is in full command, and that the CHARTERER agrees to abide by his judgment as to clearance, sailing, weather conditions, anchorages and other pertinent matters.

7. **LIENS:** The CHARTERER, his agents, and/or employees, have no right or power to permit or suffer the creation of any Maritime Liens against the yacht. The CHARTERER agrees to indemnify the OWNER for any charges or losses incurred as a result of a breach of this paragraph, including reasonable attorney's fees.

8. **NON-ASSIGNMENT:** The CHARTERER agrees not to assign this Agreement or sub-charter the yacht without the OWNER'S consent in writing.

9. **RESTRICTED USE:** The CHARTERER agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests and servants, during the term of this charter, and shall not transport merchandise, or carry passengers for pay, or engage in any trade, nor in any way violate the Laws of any Government within the jurisdiction of which the yacht may be at any time, and shall comply with the law in all other respects.

10. **NAVIGATION LIMITS:** The CHARTERER agrees to restrict the cruising of the yacht to the area specified on the 1st page of this agreement, cruising area.

11. **INSURANCE:** The OWNER agrees to keep the yacht fully insured against fire, marine and collision risks and with protection and indemnity coverage for the full term of the charter period. The CHARTERER shall not be liable for any such loss or damage covered by such insurance. Failure by the OWNER to provide such insurance will burden him with the same responsibility as if the yacht were so insured. The CHARTERER may purchase additional Charter liability insurance at his /her expense. The OWNER shall not be held responsible for loss or damage to personal property or for any injury suffered

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by the CHARTERER, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of OWNERS sole negligence. More specifically, but without limiting the foregoing, the OWNER and his insurance underwriters accept no responsibility or liability for accidents, injuries or death related to the yacht's dinghy, swimming and/or the use of snorkels, masks or allied equipment (such as scuba equipment), water skiing, windsurfing, personal watercraft, spinnaker flying, halyard flying, or other sports equipment, whether or not supplied by the OWNER or CHARTERER.

12. **ACCIDENTS:** The OWNER agrees that should the yacht, after delivery, sustain breakdown of machinery, or be disabled, or damaged by fire, grounding, collision or other cause so as to prevent its use by the CHARTERER for a period of twenty-four (24) consecutive hours or more, or should the yacht be lost or said damage(s) be so extensive that the yacht cannot be, or is not repaired within twenty-four (24) hours, none of the above being brought about by any act or default of the CHARTERER, the CHARTERER shall have the right to terminate the charter. The OWNER shall make a pro rata return of all charter fees to the CHARTERER from the time of such loss or damage.

13. **DRUGS AND OTHER ILLEGAL ACTIVITIES:** The use, transportation, or possession of illegal drugs or narcotics (**INCLUDING MARIJUANA**) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. The participation in any of these activities by CHARTERER, or by any guest of the party constitutes a breach of the charter and shall be cause for immediate termination of this Agreement without refund of any payments made by CHARTERER. CHARTERER will be held responsible for any loss or damage to the yacht due to any such violations and will be put ashore at the next port of call.

14. **REDELIVERY:** The CHARTERER agrees to redeliver the yacht, her equipment and furnishings, free and clear of any indebtedness incurred for/by the CHARTERER, at the expiration of the charter. The CHARTERER also agrees to be responsible for and to replace or make good any injury to the yacht, her equipment and furnishings caused by himself or by any of his party, less ordinary wear and tear, except to the extent such claims are covered by insurance as provided above. This means that the CHARTERER shall be responsible for any costs up to the amount of any deductible. Should the CHARTERER hinder the yacht's redelivery to the place and time stipulated, for whatever cause, he shall pay the OWNER demurrage pro rata for additional charter time, plus any other losses the OWNER sustains related to the delayed redelivery. If the delay in redelivery is due to Force Majeure, the CHARTERER is not held responsible for any additional charter fees.

15. **DISPUTE RESOLUTIONS:** Should the OWNER and CHARTERER be unable to reconcile any differences that may arise with respect to the charter or this Agreement, such dispute shall be submitted first to mediation before a mediator mutually agreed upon by the CHARTERER and the OWNER, with the cost thereof divided equally between the parties. The mediation will be in accordance with such rules as the parties may designate agree upon and in the event the dispute cannot be resolved by mediation, then either party may resort to an action as provided in paragraph 16.

16. **VENUE:** The venue of any action arising from this Agreement shall lie exclusively in the Courts of the City and State of OWNER'S residence, unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.

17. **EXECUTION OF AGREEMENT:** The OWNER and CHARTERER, whose signatures need not be affixed to the same copy of the YACHT CHARTER PARTY AGREEMENT, may transmit the Agreement by facsimile or other electronic means. The separately signed Agreement, and/or copies thereof, shall constitute a binding Agreement between the OWNER and the CHARTERER.

18. **TRIP CANCELLATION INSURANCE:** The CHARTERER acknowledges that trip cancellation insurance has been offered and that he/she has the choice of either accepting or declining such coverage.

This Agreement must be signed and returned within three (3) weeks of receipt by the OWNER or the OWNER'S representative via electronic means to the delivery address provided. Otherwise the CHARTERER has the right to cancel without penalty.

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I have read and understood the terms of this Agreement, plus all additional conditions and/or addenda listed above, before signing. Therefore, to the true and faithful performance of the foregoing YACHT CHARTER PARTY AGREEMENT, said parties hereto bind themselves, their heirs, executors, administrators and assigns, each to the other.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date written below and have initialed each page of the Agreement.

OWNER: Or Authorized Agent	CHARTERER:
	Travel Insurance Accept <input type="checkbox"/> Decline <input type="checkbox"/>
Signature =====	Signature =====
Print Name:	Print Name:
WITNESS TO OWNER:	WITNESS TO CHARTERER
Signature =====	Signature =====
Print Name: _____	Print Name: _____
DATE	DATE

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